

Chicago and NorthWestern
Transportation Company.

February 24, 1994

File No: A-13777-E
EOC: O-097

0100125041
RECORDATION NO. 18443
FILED 1425

FEB 28 1994-12 25 PM

INTERSTATE COMMERCE COMMISSION



One North Western Center
Chicago, Illinois 60606

Office of the Secretary
312-559-6156

Mr. Sidney Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20434

RECORDATION NO. 18443
FILED 1425

FEB 28 1994-12 25 PM

INTERSTATE COMMERCE COMMISSION

RE: Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993, between Chicago and North Western Transportation Company, the Lessee, and Shawmut Bank Connecticut, National Association, not it its individual capacity except as otherwise expressly provided, but solely as Owner Trustee under a Trust Agreement, the Lessor, Recorded October 21, 1993 and assigned ICC Recordation No. 18443

and

Trust Indenture and Security Agreement (CNW 1993-B) dated as of October 14, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee and Harris Trust and Savings Bank, as Indenture Trustee, Recorded October 21, 1993 and assigned ICC Recordation No. 18443-A

Dear Mr. Strickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in relation to the above-referenced agreements are four (4) original counterparts of the Lease Supplement (CNW 1993-B) No. 5 dated as of February 28, 1994, between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Transportation Company, as Lessee, covering 202 Covered Jumbo Hoppers as described on Schedule 1.

Also enclosed for recordation in connection with the above agreements are four (4) original counterparts of Indenture Supplement (CNW 1993-B) No. 5, dated as of February 28, 1994, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, covering 202 Covered Jumbo Hoppers.

Mr. Sidney Strickland, Jr.
February 24, 1994
Page 2

The names and addresses of the parties to the above agreements are as follows:

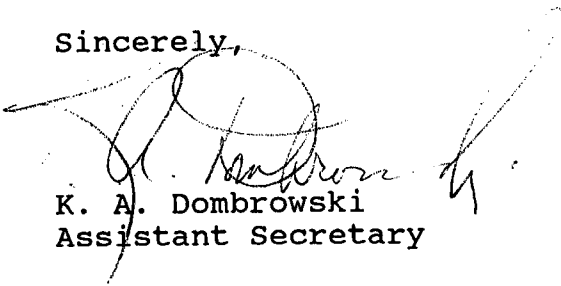
Chicago and North Western Transportation Company
165 North Canal Street
Chicago, IL 60606

Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, CT 06115

Harris Trust and Savings Bank
311 West Monroe Street
Chicago, IL 60606

Enclosed is a check to cover the recording fee. Please assign a sub-file recordation number to the Lease Supplement and Indenture Supplement, retain one counterpart for your files and return to me the remaining counterparts with the stamped recordation data.

Sincerely,



K. A. Dombrowski
Assistant Secretary

Enclosures

INDENTURE SUPPLEMENT (CNW 1993-B) NO. 5

RECORDATION NO. 18443-N
FEB 28 1994-12 25 PM
FILED 1425
INTERSTATE COMMERCE COMMISSION

This INDENTURE SUPPLEMENT (CNW 1993-B) No. 5, dated as of February 28, 1994, (this "Indenture Supplement"), between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (CNW 1993-B), dated as of October 14, 1993 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and General Foods Credit Corporation, a Delaware corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (CNW 1993-B), dated as of October 14, 1993 (the "Indenture"), between the Owner Trustee and the Indenture Trustee;

W I T N E S S E T H :

WHEREAS, the Indenture provides for the execution and delivery of supplements thereto (individually, an "Indenture Supplement" and, collectively, "Indenture Supplements") substantially in the form hereof which shall particularly describe the Equipment (such term and other terms defined in the Indenture referred to below being used herein as therein defined) included in the property covered by the Trust Agreement, by having attached thereto a copy of the Lease Supplement covering the Equipment and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof, and a counterpart of the Indenture is attached to and made a part of this Indenture Supplement;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on each Equipment Note issued on the date hereof and outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes in such Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of such Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, the property comprising the Equipment described in the

copy of the Lease Supplement attached hereto and (ii) has sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes issued on the date hereof and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Indenture Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.


This Indenture Supplement is being delivered in the State of New York.

This Indenture Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Indenture Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been purchased by the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee and Indenture Trustee have caused this Indenture Supplement to be duly executed by their respective duly authorized officers, as of the day and year first above written.

**SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual
capacity, but solely as
Owner Trustee**

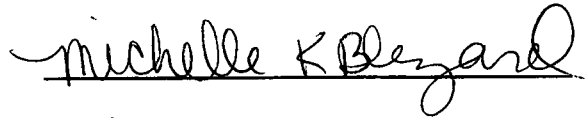
By: 
Title: MARK A. FORGETTA
VICE PRESIDENT

**HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee**

By: 
Title: VICE PRESIDENT

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this 18th day of February, 1994, before me personally appeared Mark A. Forgetta, to me personally known, who, by me being duly sworn, says that he is a Vice President of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



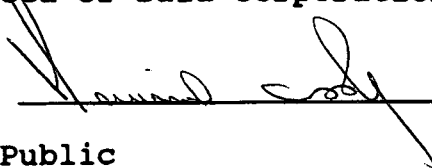
Notary Public

My commission expires

MICHELLE K. BLEZARD
NOTARY PUBLIC
My Commission Expires March 31, 1994

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.:

On this ^{22nd} day of February, 1994, before me personally
appeared J.J. POWELL, to me personally known, who, by me
being duly sworn, says that he is a VICE PRESIDENT of Harris
Trust and Savings Bank, and that the foregoing instrument was
signed on behalf of said corporation by authority of its board of
directors, and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.



Notary Public

My commission expires

~~~~~  
"OFFICIAL SEAL"  
Marianne Cody  
Notary Public, State of Illinois  
My Commission Expires 5/29/97  
~~~~~

LEASE SUPPLEMENT (CNW 1993-B) NO. 5

Dated as of February 28, 1994

between

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
Lessor

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CNW 1993-B), DATED AS OF OCTOBER 14, 1993, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 27 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 33 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 1994, at __:__.M. Recordation Number _____, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on _____, 1994 at __:__.M.]

LEASE SUPPLEMENT (CNW 1993-B) NO. 5

LEASE SUPPLEMENT (CNW 1993-B) No. 5 dated as of February 28, 1994 (this "Lease Supplement") between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation ("Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the purchase by the Lessor and lease by Lessor to the Lessee of the Units thereunder as and when purchased by Lessor in accordance with and subject to the terms of the Lease;

WHEREAS, because the sixty-two (62) Units set forth on Schedule 1B hereto were not delivered to Lessor on January 28, 1994 as anticipated, the Equipment Costs for the January 28, 1994 Funding Date are lower than those set forth in Schedules 1 and 2 of the Participation Agreement;

WHEREAS, in accordance with Section 2.7(a) of the Participation Agreement, the Owner Participant has recalculated the payments of Basic Rent, Stipulated Loss Values and Termination Values, as originally set forth in Schedules 3, 4 and 5, respectively, thereto and set forth the revised Basic Rent, Stipulated Loss Values and Termination Values in Schedules 1, 2 and 3, respectively, to the Adjustment Event Certificate (CNW 1993-B) dated February 28, 1994 (the "Adjustment Event Certificate");

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedules 1A and 1B hereto at the time and on the dates set forth in the applicable Certificate of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedules 1A and 1B hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedules 1A and 1B hereto as of the date hereof.

4. The Funding Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$ 10,675,094 and the amounts comprising such Equipment Cost are set forth on Schedules 1A and 1B hereto. The Rental Factors, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units set forth on Schedule 1A are set forth, respectively, on Schedules 3, 4, 5 and 6 to the Participation Agreement. The Rental Factors, Stipulated Loss Values and Termination Values applicable in respect of the Units set forth on Schedule 1B are set forth, respectively, on Schedules 1, 2 and 3 to the Adjustment Event Certificate. The EBO Amount applicable in respect of the Units set forth on Schedule 1B is set forth on Schedule 6 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease of Railroad Equipment, dated as of October 14, 1993", the "Lease Agreement, dated as of October 14, 1993" or the "Lease, dated as of October 14, 1993," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity, but
solely as Owner Trustee

By: 

Name:
Title: MARK A. FORGETTA
VICE PRESIDENT

LESSEE:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By: 

Name:
Title: J. E. VOLDSETH
VICE-PRESIDENT FINANCE

Receipt of the original
counterpart of the foregoing
Lease Supplement No. 5
is hereby acknowledged this
2nd day of February, 1994.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: 

Name: J. J. POWELL
Title: VICE PRESIDENT

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this 18th day of February, 1994, before me personally appeared Mark A. Forgetta, to me personally known, who, by me being duly sworn, says that he is a Vice President of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Michelle K Blezard

Notary Public

My commission expires

MICHELLE K. BLEZARD
NOTARY PUBLIC
COMMISSION EXPIRES 12/31/95

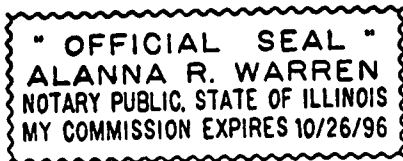
STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 23rd day of February, 1994, before me personally appeared John E. Voldseth, to me personally known, who, by me being duly sworn, says that he is a Vice President-Finance of Chicago and North Western Transportation Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alanna R. Warren

Notary Public

My commission expires



SCHEDULE 1A

FEBRUARY 28, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 490530	FEBRUARY 10, 1994	\$52,847
CNW 490531	FEBRUARY 10, 1994	\$52,847
CNW 490532	FEBRUARY 10, 1994	\$52,847
CNW 490481	FEBRUARY 11, 1994	\$52,847
CNW 490499	FEBRUARY 11, 1994	\$52,847
CNW 490502	FEBRUARY 11, 1994	\$52,847
CNW 490506	FEBRUARY 11, 1994	\$52,847
CNW 490507	FEBRUARY 11, 1994	\$52,847
CNW 490512	FEBRUARY 11, 1994	\$52,847
CNW 490523	FEBRUARY 11, 1994	\$52,847
CNW 490528	FEBRUARY 11, 1994	\$52,847
CNW 490459	FEBRUARY 14, 1994	\$52,847
CNW 490461	FEBRUARY 14, 1994	\$52,847
CNW 490463	FEBRUARY 14, 1994	\$52,847
CNW 490464	FEBRUARY 14, 1994	\$52,847
CNW 490470	FEBRUARY 14, 1994	\$52,847
CNW 490474	FEBRUARY 14, 1994	\$52,847
CNW 490476	FEBRUARY 14, 1994	\$52,847
CNW 490477	FEBRUARY 14, 1994	\$52,847
CNW 490484	FEBRUARY 14, 1994	\$52,847
CNW 490513	FEBRUARY 14, 1994	\$52,847
CNW 490516	FEBRUARY 14, 1994	\$52,847
CNW 490517	FEBRUARY 14, 1994	\$52,847
CNW 490520	FEBRUARY 14, 1994	\$52,847
CNW 490525	FEBRUARY 14, 1994	\$52,847
CNW 490333	FEBRUARY 17, 1994	\$52,847
CNW 490349	FEBRUARY 17, 1994	\$52,847
CNW 490350	FEBRUARY 17, 1994	\$52,847
CNW 490352	FEBRUARY 17, 1994	\$52,847
CNW 490360	FEBRUARY 17, 1994	\$52,847
CNW 490519	FEBRUARY 17, 1994	\$52,847
CNW 490521	FEBRUARY 17, 1994	\$52,847
CNW 490576	FEBRUARY 17, 1994	\$52,847
CNW 490581	FEBRUARY 17, 1994	\$52,847
CNW 490583	FEBRUARY 17, 1994	\$52,847
CNW 490585	FEBRUARY 17, 1994	\$52,847
CNW 490588	FEBRUARY 17, 1994	\$52,847
CNW 490095	FEBRUARY 18, 1994	\$52,847
CNW 490132	FEBRUARY 18, 1994	\$52,847
CNW 490137	FEBRUARY 18, 1994	\$52,847
CNW 490142	FEBRUARY 18, 1994	\$52,847
CNW 490143	FEBRUARY 18, 1994	\$52,847
CNW 490144	FEBRUARY 18, 1994	\$52,847
CNW 490332	FEBRUARY 18, 1994	\$52,847
CNW 490334	FEBRUARY 18, 1994	\$52,847
CNW 490335	FEBRUARY 18, 1994	\$52,847

SCHEDULE 1A

FEBRUARY 28, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 490336	FEBRUARY 18, 1994	\$52,847
CNW 490359	FEBRUARY 18, 1994	\$52,847
CNW 490397	FEBRUARY 18, 1994	\$52,847
CNW 490399	FEBRUARY 18, 1994	\$52,847
CNW 490400	FEBRUARY 18, 1994	\$52,847
CNW 490417 ✓	FEBRUARY 18, 1994	\$52,847
CNW 490421	FEBRUARY 18, 1994	\$52,847
CNW 490427	FEBRUARY 18, 1994	\$52,847
CNW 490429	FEBRUARY 18, 1994	\$52,847
CNW 490432	FEBRUARY 18, 1994	\$52,847
CNW 490433	FEBRUARY 18, 1994	\$52,847
CNW 490436	FEBRUARY 18, 1994	\$52,847
CNW 490445	FEBRUARY 18, 1994	\$52,847
CNW 490449	FEBRUARY 18, 1994	\$52,847
CNW 490450	FEBRUARY 18, 1994	\$52,847
CNW 490455	FEBRUARY 18, 1994	\$52,847
CNW 490488	FEBRUARY 18, 1994	\$52,847
CNW 490496	FEBRUARY 18, 1994	\$52,847
CNW 490497	FEBRUARY 18, 1994	\$52,847
CNW 490503	FEBRUARY 18, 1994	\$52,847
CNW 490511	FEBRUARY 18, 1994	\$52,847
CNW 490527	FEBRUARY 18, 1994	\$52,847
CNW 490533	FEBRUARY 18, 1994	\$52,847
CNW 490536	FEBRUARY 18, 1994	\$52,847
CNW 490537	FEBRUARY 18, 1994	\$52,847
CNW 490547	FEBRUARY 18, 1994	\$52,847
CNW 490549	FEBRUARY 18, 1994	\$52,847
CNW 490566	FEBRUARY 18, 1994	\$52,847
CNW 490571	FEBRUARY 18, 1994	\$52,847
CNW 490572	FEBRUARY 18, 1994	\$52,847
CNW 490586	FEBRUARY 18, 1994	\$52,847
CNW 490592	FEBRUARY 18, 1994	\$52,847
CNW 490018	FEBRUARY 25, 1994	\$52,847
CNW 490093	FEBRUARY 25, 1994	\$52,847
CNW 490122	FEBRUARY 25, 1994	\$52,847
CNW 490127	FEBRUARY 25, 1994	\$52,847
CNW 490129	FEBRUARY 25, 1994	\$52,847
CNW 490136	FEBRUARY 25, 1994	\$52,847
CNW 490179	FEBRUARY 25, 1994	\$52,847
CNW 490207	FEBRUARY 25, 1994	\$52,847
CNW 490226	FEBRUARY 25, 1994	\$52,847
CNW 490230	FEBRUARY 25, 1994	\$52,847
CNW 490239	FEBRUARY 25, 1994	\$52,847
CNW 490240	FEBRUARY 25, 1994	\$52,847
CNW 490241	FEBRUARY 25, 1994	\$52,847
CNW 490243	FEBRUARY 25, 1994	\$52,847

SCHEDULE 1A

FEBRUARY 28, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 490244	FEBRUARY 25, 1994	\$52,847
CNW 490245	FEBRUARY 25, 1994	\$52,847
CNW 490246	FEBRUARY 25, 1994	\$52,847
CNW 490247	FEBRUARY 25, 1994	\$52,847
CNW 490248	FEBRUARY 25, 1994	\$52,847
CNW 490249	FEBRUARY 25, 1994	\$52,847
CNW 490250	FEBRUARY 25, 1994	\$52,847
CNW 490251	FEBRUARY 25, 1994	\$52,847
CNW 490252	FEBRUARY 25, 1994	\$52,847
CNW 490253	FEBRUARY 25, 1994	\$52,847
CNW 490254	FEBRUARY 25, 1994	\$52,847
CNW 490255	FEBRUARY 25, 1994	\$52,847
CNW 490257	FEBRUARY 25, 1994	\$52,847
CNW 490258	FEBRUARY 25, 1994	\$52,847
CNW 490259	FEBRUARY 25, 1994	\$52,847
CNW 490260	FEBRUARY 25, 1994	\$52,847
CNW 490261	FEBRUARY 25, 1994	\$52,847
CNW 490262	FEBRUARY 25, 1994	\$52,847
CNW 490263	FEBRUARY 25, 1994	\$52,847
CNW 490264	FEBRUARY 25, 1994	\$52,847
CNW 490265	FEBRUARY 25, 1994	\$52,847
CNW 490266	FEBRUARY 25, 1994	\$52,847
CNW 490268	FEBRUARY 25, 1994	\$52,847
CNW 490270	FEBRUARY 25, 1994	\$52,847
CNW 490271	FEBRUARY 25, 1994	\$52,847
CNW 490272	FEBRUARY 25, 1994	\$52,847
CNW 490273	FEBRUARY 25, 1994	\$52,847
CNW 490487	FEBRUARY 25, 1994	\$52,847
CNW 490498	FEBRUARY 25, 1994	\$52,847
CNW 490508	FEBRUARY 25, 1994	\$52,847
CNW 490514	FEBRUARY 25, 1994	\$52,847
CNW 490515	FEBRUARY 25, 1994	\$52,847
CNW 490524	FEBRUARY 25, 1994	\$52,847
CNW 490535	FEBRUARY 25, 1994	\$52,847
CNW 490538	FEBRUARY 25, 1994	\$52,847
CNW 490539	FEBRUARY 25, 1994	\$52,847
CNW 490540	FEBRUARY 25, 1994	\$52,847
CNW 490541	FEBRUARY 25, 1994	\$52,847
CNW 490545	FEBRUARY 25, 1994	\$52,847
CNW 490552	FEBRUARY 25, 1994	\$52,847
CNW 490555	FEBRUARY 25, 1994	\$52,847
CNW 490556	FEBRUARY 25, 1994	\$52,847
CNW 490561	FEBRUARY 25, 1994	\$52,847
CNW 490562	FEBRUARY 25, 1994	\$52,847
CNW 490565	FEBRUARY 25, 1994	\$52,847
CNW 490577	FEBRUARY 25, 1994	\$52,847

SCHEDULE 1A

FEBRUARY 28, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 490579	FEBRUARY 25, 1994	\$52,847
CNW 490580	FEBRUARY 25, 1994	\$52,847

TOTAL UNITS OF EQUIPMENT 140

TOTAL EQUIPMENT COST \$7,398,580

SCHEDULE 1B

FEBRUARY 28, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 490298	JANUARY 14, 1994	\$52,847
CNW 490308	JANUARY 14, 1994	\$52,847
CNW 490321	JANUARY 14, 1994	\$52,847
CNW 490330	JANUARY 14, 1994	\$52,847
CNW 490377	JANUARY 14, 1994	\$52,847
CNW 490379	JANUARY 14, 1994	\$52,847
CNW 490380	JANUARY 14, 1994	\$52,847
CNW 490382	JANUARY 14, 1994	\$52,847
CNW 490384	JANUARY 14, 1994	\$52,847
CNW 490388	JANUARY 14, 1994	\$52,847
CNW 490256 ✓	JANUARY 27, 1994	\$52,847
CNW 490267	JANUARY 27, 1994	\$52,847
CNW 490269	JANUARY 27, 1994	\$52,847
CNW 490274	JANUARY 27, 1994	\$52,847
CNW 490283	JANUARY 27, 1994	\$52,847
CNW 490284	JANUARY 27, 1994	\$52,847
CNW 490287	JANUARY 27, 1994	\$52,847
CNW 490296	JANUARY 27, 1994	\$52,847
CNW 490441	JANUARY 28, 1994	\$52,847
CNW 490285	FEBRUARY 1, 1994	\$52,847
CNW 490286	FEBRUARY 1, 1994	\$52,847
CNW 490288	FEBRUARY 1, 1994	\$52,847
CNW 490462	FEBRUARY 1, 1994	\$52,847
CNW 490466	FEBRUARY 1, 1994	\$52,847
CNW 490469	FEBRUARY 1, 1994	\$52,847
CNW 490495	FEBRUARY 1, 1994	\$52,847
CNW 490504	FEBRUARY 1, 1994	\$52,847
CNW 490473	FEBRUARY 2, 1994	\$52,847
CNW 490478	FEBRUARY 2, 1994	\$52,847
CNW 490480	FEBRUARY 2, 1994	\$52,847
CNW 490493	FEBRUARY 2, 1994	\$52,847
CNW 490337 ✓	FEBRUARY 3, 1994	\$52,847
CNW 490348	FEBRUARY 3, 1994	\$52,847
CNW 490351	FEBRUARY 3, 1994	\$52,847
CNW 490447	FEBRUARY 4, 1994	\$52,847
CNW 490451	FEBRUARY 4, 1994	\$52,847
CNW 490452	FEBRUARY 4, 1994	\$52,847
CNW 490465	FEBRUARY 4, 1994	\$52,847
CNW 490467	FEBRUARY 4, 1994	\$52,847
CNW 490468	FEBRUARY 4, 1994	\$52,847
CNW 490471	FEBRUARY 4, 1994	\$52,847
CNW 490475	FEBRUARY 4, 1994	\$52,847
CNW 490479	FEBRUARY 4, 1994	\$52,847
CNW 490482	FEBRUARY 4, 1994	\$52,847
CNW 490486	FEBRUARY 4, 1994	\$52,847
CNW 490489	FEBRUARY 4, 1994	\$52,847

SCHEDULE 1B

FEBRUARY 28, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 490490	FEBRUARY 4, 1994	\$52,847
CNW 490491	FEBRUARY 4, 1994	\$52,847
CNW 490492	FEBRUARY 4, 1994	\$52,847
CNW 490328	FEBRUARY 8, 1994	\$52,847
CNW 490472	FEBRUARY 8, 1994	\$52,847
CNW 490483	FEBRUARY 8, 1994	\$52,847
CNW 490485	FEBRUARY 8, 1994	\$52,847
CNW 490500	FEBRUARY 8, 1994	\$52,847
CNW 490501	FEBRUARY 8, 1994	\$52,847
CNW 490505	FEBRUARY 8, 1994	\$52,847
CNW 490509	FEBRUARY 8, 1994	\$52,847
CNW 490510	FEBRUARY 8, 1994	\$52,847
CNW 490518	FEBRUARY 10, 1994	\$52,847
CNW 490522	FEBRUARY 10, 1994	\$52,847
CNW 490526	FEBRUARY 10, 1994	\$52,847
CNW 490529	FEBRUARY 10, 1994	\$52,847

TOTAL UNITS OF EQUIPMENT	62
-----	-----

TOTAL EQUIPMENT COST	\$3,276,514
-----	-----

GRAND TOTAL	\$10,675,094
-----	-----